

SALES INVOICE

Document Page 1 of 19
MOTOROLA

PAGE 1 OF 1

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0775

CIRCUIT CITY STORES, INC.
19925 INDEPENDENCE BLVD
STORE #775 / RAY CURRENT
GROVELAND FL 34736

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7121988
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160299
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831905

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382410	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEEN BOHNERT	185	100693454
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
312932	8831905	UPS SUPPLY CHAIN SOLUT	5410578767	265	1007	05-NOV-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1325	70.65	93,611.25

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc. Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	93,611.25
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	93,611.25
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0567

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CIRCUIT CITY STORES, INC.
 1901 COOPER DRIVE
 STORE #0567 / TY TALAIFERRO
 ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7121989
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160297
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831909

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382411	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEEN BOHNERT	185	370190050
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
312932	8831909	JPS SUPPLY CHAIN SOLUT	5410578800	222	843.6	05-NOV-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1110	70.65	78,421.50

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	78,421.50
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	78,421.50
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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 CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0775

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 CIRCUIT CITY STORES, INC.
 19925 INDEPENDENCE BLVD
 STORE #775 / RAY CURRENT
 GROVELAND FL 34736

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7115663
INVOICE DATE
09-OCT-08
PURCHASE ORDER NO.
2165899
CUSTOMER NO.
5002277
DUE DATE
08-NOV-08
COMMERCIAL INV NO.
8822705

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382185	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	100693454
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822705	UNITED PARCEL SERVICE	1Z05425X0371774490	9	138.24	09-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD 0TH,AU,BDA-100S1 / RETAIL PKG W/	54	31.85	1,719.90
FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS. PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. MIU					
Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.					
MERCHANDISE					1,719.90
TAX					0.00
FREIGHT/DELIVERY					0.00
TOTAL					1,719.90
CURRENCY:					USD

SALES INVOICE

Case 08-35653-KRH Doc 1286

Filed 12/24/08

Entered 12/24/08 09:29:06

Desc Main



Document Page 7 of 19

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0567

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CIRCUIT CITY STORES, INC.
1901 COOPER DRIVE
STORE #0567 / TY TALAIFERRO
ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7115664
INVOICE DATE
09-OCT-08
PURCHASE ORDER NO.
2165897
CUSTOMER NO.
5002277
DUE DATE
08-NOV-08
COMMERCIAL INV NO.
8822709

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382186	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	370190050
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822709	UNITED PARCEL SERVICE	1Z05425X0371620986	4	61.44	09-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	24	31.85	764.40

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc. Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	764.40
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	764.40
CURRENCY:	USD

SALES INVOICE

Case 08-35653-KRH Doc 1286

Filed 12/24/08

Entered 12/24/08 09:29:06

Desc Main



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MOTOROLA

PAGE 1 OF 1

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0567

S
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CIRCUIT CITY STORES, INC.
1901 COOPER DRIVE
STORE #0567 / TY TALAIFERRO
ARDMORE OK 73401

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7115665
INVOICE DATE
09-OCT-08
PURCHASE ORDER NO.
2165896
CUSTOMER NO.
5002277
DUE DATE
08-NOV-08
COMMERCIAL INV NO.
8822709

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382190	02-OCT-08	OM-STANDARD ORDER MIXE		NET 30	COLEEN BOHNERT	185	370190050
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822709	UNITED PARCEL SERVICE	1Z05425X0371620986	25	50	09-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	25	55.34	1,383.50

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

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MERCHANDISE	1,383.50
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	1,383.50
CURRENCY:	USD

SALES INVOICE

Case 08-35653-KRH Doc 1286

Filed 12/24/08

Entered 12/24/08 09:29:06

Desc Main



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MOTOROLA

PAGE 1 OF 1

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0344

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CIRCUIT CITY STORES, INC.
400 LONGFELLOW CT, STE A
STORE #344 / NATALIE KAAIAWAHIA
LIVERMORE CA 94550

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

INVOICE NO.
7116161
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165890
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822706

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382184	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	050011820
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822706	ROADWAY	8737415877	205	410	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	205	55.34	11,344.70

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice, it has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	11,344.70
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	11,344.70
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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 CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0353

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 CIRCUIT CITY STORES, INC.
 680 S LEMON AVE
 STORE #353 / ANTHONY CALLES
 WALNUT CA 91789

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7116162
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165893
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822704

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382191	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN BOHNERT	185	050377675
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822704	ROADWAY	8737415868	425	850	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	425	55.34	23,519.50
FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS. PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. MIU					
Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 5, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.					
MERCHANDISE					23,519.50
TAX					0.00
FREIGHT/DELIVERY					0.00
TOTAL					23,519.50
CURRENCY:					USD

TERMS OF SALE OF GOODS AND / OR SERVICES

[illegible]

interference with any privately owned transmissions of information.

[illegible]

3. **PAYMENT TERMS, TITLE.** Seller may elect to extend credit to Buyer, in Seller's sole discretion, under Seller's standard credit terms and conditions as may be applicable from time to time. If Seller does not

Buyer's obligation to pay for goods and services delivered hereunder shall be in advance of, or in addition to, delivery of such goods and/or services, as Seller may direct. If, for any reason, Seller is unable to deliver the goods and/or services ordered, Seller shall be obligated to refund to Buyer the amount of any advance payment made by Buyer. If, for any reason, Buyer is unable to accept the goods and/or services ordered, Seller shall be obligated to refund to Buyer the amount of any advance payment made by Buyer. In the event Buyer is unable to accept the goods and/or services ordered, Seller shall be obligated to refund to Buyer the amount of any advance payment made by Buyer, less any costs incurred by Seller in connection with the order. Buyer's obligation to pay for goods and services delivered hereunder shall be in advance of, or in addition to, delivery of such goods and/or services, as Seller may direct. If, for any reason, Seller is unable to deliver the goods and/or services ordered, Seller shall be obligated to refund to Buyer the amount of any advance payment made by Buyer. If, for any reason, Buyer is unable to accept the goods and/or services ordered, Seller shall be obligated to refund to Buyer the amount of any advance payment made by Buyer. In the event Buyer is unable to accept the goods and/or services ordered, Seller shall be obligated to refund to Buyer the amount of any advance payment made by Buyer, less any costs incurred by Seller in connection with the order.

Unpaid Invoices. The Seller shall be entitled to suspend performance of its obligations under this Order if Buyer fails to pay any invoice within the time specified in the invoice. If Buyer fails to pay any invoice within the time specified in the invoice, the Seller shall be entitled to suspend performance of its obligations under this Order until such time as Buyer has paid the invoice in full. If Buyer fails to pay any invoice within the time specified in the invoice, the Seller shall be entitled to suspend performance of its obligations under this Order until such time as Buyer has paid the invoice in full.

[illegible]

4. **RISK OF LOSS, DELIVERY and ALLOCATION.** Liability for loss or damage to any goods provided hereunder shall pass to Buyer according to the INCOTERM selected pursuant to Section 2 hereof, and the goods provided hereunder are approximately and are subject to availability. Shipping performance and/or delivery dates for goods and/or services provided hereunder are approximately and are subject to availability. Notwithstanding any "ship to" address provided by Buyer to Seller, Shipping provided by Buyer to Seller.

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5. INSPECTION and ACCEPTANCE. All goods delivered hereunder shall be inspected by Buyer within fifteen (15) days after receipt thereof, and such goods shall be conclusively deemed accepted by Buyer unless

[illegible]

	Subscriber Terminal Devices	All Other Products	\$ 5,000
	\$20,000		

	Addressable Computer Equipment	Repair Parts and Subassemblies	Services
	\$ 10,000	\$ 250	\$ 300

Order quantities entered in multiples of the standard pack quantities set forth herein. Any order not in a multiple of the applicable standard pack quantity shall be deemed by Seller to be an order for multiple of such quantities.

[illegible]

Indemnification of Seller for the loss of or damage to goods or services. Seller has the right to modify the specifications of goods or services to be furnished by Seller hereunder and to substitute substantially equivalent goods or services.

8. WARRANTIES. Except as otherwise herein provided, Seller warrants that the goods (excluding Software, as defined in Section 11 hereof) which it manufactures and supplies hereunder and the media on which

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the termination systems - twelve (12) months from date of delivery; and (g) all other equipment - twelve (12) months from date of delivery. Seller's warranties shall not extend (i) to any items sub

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to be repaired or replaced, and no obligation or warranty shall arise or grow out of Seller's retaining the goods for repair or replacement. Seller's warranty shall not be extended, diminished or affected by, and no obligation or warranty shall arise or grow out of, Seller's retaining the goods for repair or replacement. The periods of time described in 9(a), 9(b), 9(c), 9(d), 9(e), 9(f) and 9(g) shall not be extended, diminished or affected by, and no obligation or warranty shall arise or grow out of, Seller's retaining the goods for repair or replacement.

[illegible]

10. PROPRIETARY RIGHTS AND CONFIDENTIALITY. (a) All confidential information, know-how, ideas, programming, Software, copyrighted materials, trademarks, trade secrets, documentation, plan drawings, and all intellectual property rights of Seller or its affiliates or subcontractors (other than Buyer) and all intellectual property rights of Buyer or its affiliates or subcontractors (other than Seller) shall remain the property of Seller or its affiliates or subcontractors, as the case may be, and shall be held in confidence by Buyer and its affiliates and subcontractors.

Buyer acknowledges and agrees that the information contained in this Order is confidential and proprietary to Seller. Buyer shall not use, copy, reproduce, disseminate, or otherwise exploit the information contained in this Order for any purpose other than the purpose stated in this Order without prior written consent of Seller. Buyer shall not use, copy, reproduce, disseminate, or otherwise exploit the information contained in this Order for any purpose other than the purpose stated in this Order without prior written consent of Seller. Buyer shall not use, copy, reproduce, disseminate, or otherwise exploit the information contained in this Order for any purpose other than the purpose stated in this Order without prior written consent of Seller.

Ownership of Software provided hereunder may be made by Buyer for storage or archival purposes), in connection with information, goods, software and/or services received by Buyer hereunder, Buyer shall take

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otherwise provided with such Software, or in accordance with a separate license agreement which Seller may require Buyer to execute in connection with the furnishing of the Software. Notwithstanding t

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Buyer shall not sell, assign, sublicense, transfer, or otherwise make available the Software or the right or license relating to the Software, express or implied, is granted except as provided herein. Buyer shall not sell, assign, sublicense, transfer, or otherwise make available the Software or the right or license relating to the Software, express or implied, is granted except as provided herein.

12. MODIFICATIONS. The Seller reserves the right to modify or discontinue, without notice, any or all of the products and/or services offered by Buyer. The Seller shall not be bound by any printed or other material which purports to specify the details of the products and/or services to be provided by the Seller. The Seller shall not be bound by any printed or other material which purports to specify the details of the products and/or services to be provided by the Seller. The Seller shall not be bound by any printed or other material which purports to specify the details of the products and/or services to be provided by the Seller.

(d) a default in the performance by such party of its obligations hereunder; (e) a breach of its warranties or representations made herein; and (f) a material adverse change in the financial condition of such party.

Case 08-35653-KRH Doc

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16. CREDIT RETURN. All requests for credit return shall be submitted to Seller's sole discretion. Goods returned for credit shall be subject to the following conditions: (a) Goods may not be returned without a Return Merchandise Authorization ("RMA") and will be refused and returned freight collected to the sender; (b) Goods returned for credit shall be packed securely and shall be shipped freight prepaid with Transit Insurance coverage; (c) The RMA must include the reason for the return and the RA number; (d) The RMA must be clearly indicated on the mailing label; (e) Seller may require Buyer to reimburse Seller for all Transportation Charges to confirm initially shipping such goods to Buyer; and (f) Seller may elect to charge Buyer a restocking fee.

17. **WARRANTY.** In the event of any default or breach by Buyer, Seller has the right to refuse to make further shipments of goods or to perform additional services. Seller's failure to enforce at any time or to

19. ASSIGNMENT. Except as otherwise provided herein, the Order is binding upon and inures to the benefit of the parties hereto and the successors and assigns of the entire business and goodwill of either party, and the successors and assigns of each part of the business of either party, and the successors and assigns of each part of the business of either party, but no otherwise be assignable except that the Seller has the right to assign the Order to a third party, provided that the assignee is a person or entity who is qualified to perform the obligations of the Order. Nothing in the Order shall make the benefit of or be deemed to give the right to assign the Order to a third party, whether by operation or law of otherwise.

20. **SEVERABILITY.** If any of the terms and conditions of this Order is determined invalid by a court, agency, commission or other tribunal or if any provision of this Order is determined invalid or unenforceable, the applications of such provisions shall survive and the remainder of this Order shall remain in full force and effect. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of this Order.

[illegible]

Buyer hereby warrants that the Seller is not aware of any litigation, claims, or disputes, including but not limited to, any litigation, claims, or disputes involving the Seller or its subsidiaries, affiliates, or agents, that may result in a material adverse effect on the Seller's business, operations, or financial condition. Buyer further warrants that the Seller is not aware of any litigation, claims, or disputes, including but not limited to, any litigation, claims, or disputes involving the Seller or its subsidiaries, affiliates, or agents, that may result in a material adverse effect on the Seller's business, operations, or financial condition. Buyer further warrants that the Seller is not aware of any litigation, claims, or disputes, including but not limited to, any litigation, claims, or disputes involving the Seller or its subsidiaries, affiliates, or agents, that may result in a material adverse effect on the Seller's business, operations, or financial condition.

TERMS AND CONDITIONS OF SALE: The various headings and sub-headings are intended to effect the meaning of the text. The "numbers" parts and the title are used with the provisions of this section.

WARRANTY: The software is sold "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The software is sold on an "as is" basis and the user assumes all responsibility for its use.

INTELLECTUAL PROPERTY: The software is the property of the Seller and is protected by copyright and other intellectual property laws. The software is sold under a license that grants the user the right to use the software for personal or business use. The user may not copy, modify, or distribute the software without the written consent of the Seller.

LIMITATION OF REMEDY: The sole remedy for any defect in the software shall be the replacement of the software at the discretion of the Seller. The Seller shall not be liable for any consequential or special damages, including lost profits or data, arising from the use of the software.

FORCE MAJEURE: In the event of a natural disaster or other event beyond the control of the Seller, the Seller shall not be liable for any delay in the delivery of the software.

ASSIGNMENT: The software may not be assigned or transferred to another party without the written consent of the Seller.

ENTIRE AGREEMENT: This document constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, relating to the software.

GOVERNING LAW: This agreement shall be governed by the laws of the State of California.

DISPUTE RESOLUTION: Any dispute arising out of this agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

SEVERABILITY: If any provision of this agreement is found to be unenforceable, the remaining provisions shall remain in effect.

NOTICES: All notices shall be in writing and shall be sent to the Seller at the address set forth below.

CONTACT INFORMATION: Seller: [Name], [Address], [City], [State], [Zip]. Phone: [Phone Number]. Email: [Email Address].

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to explain or supplement any term expressed in this Order.

Headquarters
101 Townsend Drive
P.O. Box 1000
Beverly Hills, CA 90213
(215) 323-1000

© 2004 Motorola, Inc. (Connected Home Solutions Business of Motorola, Inc.)
 In U.S.: Corporate Headquarters in Rosemead, PA (215) 323-1000.
 In Canada: Corporate Headquarters in Mississauga, Ont. (905) 874-2886. Selling Rep Office: (604) 685-5960.
 In Europe: Reading, U.K. 44-118-975-5555.
 In Japan: Tokyo, Japan (81) 3-5385-3070.
 In Latin America: Regional Office in Miami (305) 427-2283.
 In Mexico: Regional Office in Mexico City (52) 5-555-5555.
 In Brazil: (Rio de Janeiro) 5521-494-332.
 In Hong Kong: 852-2587-1153.
 In Argentina: 541-768-4567.

(São Paulo) 55-1-3507-2622
China: 3162-439-7544
Mexico: 525-525-7368

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Document Page 15 of 19
MOTOROLA

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
101 Tournament Drive
Horsham, PA 19044
215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
9954 MARYLAND DRIVE
DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
RICHMOND VA 23233

SHIP TO LOCATION: 0353

PLEASE REMIT TO:

General Instrument Corporation
dba Connected Home Solutions Business of Motorola, Inc.
PO BOX 91640
CHICAGO IL 60693

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CIRCUIT CITY STORES, INC.
680 S LEMON AVE
STORE #353 / ANTHONY CALLES
WALNUT CA 91789

INVOICE NO.
7116163
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165894
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822704

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382192	02-OCT-08	OM-STANDARD ORDER MIXE		NET 30	COLEEN BOHNERT	185	050377675
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822704	ROADWAY	8737415868	1	15.36	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	6	31.85	191.10
FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.					
PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.					
MIU					
Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc.. Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.					
MERCHANDISE					191.10
TAX					0.00
FREIGHT/DELIVERY					0.00
TOTAL					191.10
CURRENCY:					USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0344

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CIRCUIT CITY STORES, INC.
 400 LONGFELLOW CT, STE A
 STORE #344 / NATALIE KAAIAWAHIA
 LIVERMORE CA 94550

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7116164
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165891
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822706

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382193	02-OCT-08	OM-STANDARD ORDER MIXE		NET 30	COLEEN BOHNERT	185	050011820
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
307672	8822706	ROADWAY	8737415877	2	30.72	10-OCT-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	12	31.85	382.20

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	382.20
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	382.20
CURRENCY:	USD

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 101 Tournament Drive
 Horsham, PA 19044
 215-323-1000

BILL TO LOCATION: RICHMOND001

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CIRCUIT CITY STORES, INC.
 9954 MARYLAND DRIVE
 DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE
 RICHMOND VA 23233

SHIP TO LOCATION: 0755

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CIRCUIT CITY STORES, INC.
 1100 CIRCUIT CITY ROAD
 STORE #755 / CRAIG HUNT
 MARION IL 62959

PLEASE REMIT TO:

General Instrument Corporation
 dba Connected Home Solutions Business of Motorola, Inc.
 PO BOX 91640
 CHICAGO IL 60693

INVOICE NO.
7121990
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160298
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831908

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SALESMAN	SBU	GEO CODE NO
90382412	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEEN BOHNERT	185	141991730
P/S BATCH #	P/S NO.	SHIPPED VIA	WAYBILL NUMBER	NO. OF PKGS.	WEIGHT	SHIP DATE	
312932	8831908	JPS SUPPLY CHAIN SOLUT	541057879T	320	1216	05-NOV-08	

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1600	70.65	113,040.00

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

MERCHANDISE	113,040.00
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	113,040.00
CURRENCY:	USD